

FILED
DISTRICT COURT OF GUAM
NOV 07 2003 *PS*
MARY L. M. MORAN
CLERK OF COURT

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SODEXHO MARRIOTT SERVICES, INC.,)
)
Crossclaim-Plaintiff,)
)
v.)
)
NANA SERVICES, LLC and RAYTHEON)
TECHNICAL SERVICES, GUAM, INC.,)
)
Crossclaim Defendants.)
_____)
RAYTHEON TECHNICAL SERVICES,)
GUAM, INC.,)
)
Cross Claimant,)
)
v.)
)
SODEXHO MANAGEMENT, INC. and)
NANA SERVICES, LLC,)
)
Cross Claim Defendants.)
_____)

Defendant NANA Services, LLC (Defendant NANA Services), answers Sodexho Management, Inc.'s Cross-claim Against NANA Services, LLC (Defendant Sodexho) (Sodexho's Cross-claim) as follows:

ANSWER

1. Defendant NANA Services admits the allegations in paragraphs 1, 2, 3, 4, 5, 6, and 9 of Sodexho's Cross-claim.

2. Defendant NANA Services denies the allegations in paragraphs 10, 11, 13, 16, and 18 of Sodexho's Cross-claim.

3. As to paragraphs 12, 14, and 17 of Sodexho's Cross-claim, Defendant NANA Services incorporates their responses previously set forth as though fully set forth herein.

4. As to paragraph 7 of Sodexho's Cross-claim, Defendant NANA Services admits that it was a subcontractor with Defendant Raytheon Technical Services, Guam, Inc. (Defendant Raytheon), but denies that NANA Services was responsible for all acts alleged in Plaintiffs' Complaint to have occurred after and including July 20, 2002.

5. As to paragraph 8 of Sodexho's Cross-claim, Defendant NANA Services admits that it entered into a subcontract with Defendant Sodexho, and admits that the subcontract provides that NANA Services was responsible for the day-to-day management and control of its activities and employees, subject to Defendant Sodexho's authority to supervise employees and agents of Defendant NANA Services as specified in the subcontract. Defendant NANA Services denies all remaining allegations in paragraph 8.

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6. As to the allegations in paragraph 15 of Sodexho's Cross-claim, Defendant NANA Services admits that section 11 of the subcontract provides that neither party to the subcontract shall be liable for the other party's failure to comply with applicable law, unless Defendant Sodexho's failure is caused by Defendant NANA Services' contractual direction. Defendant NANA Services denies all remaining allegations in paragraph 15.

Dated this 7th day of November, 2003.

DOOLEY LANNEN ROBERTS & FOWLER LLP

By:



JON A. VISOSKY
Attorneys for Defendant NANA Services, LLC

CERTIFICATE OF SERVICE


I, **JON A. VISOSKY**, hereby declare that on November 7, 2003, I caused a copy of the Answer to Sodexho Management, Inc.'s Cross-Claim Against NANA Services, LLC to be served upon the following:

Sandra D. Lynch, Esq.
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Dated this 7th day of November, 2003.



JON A. VISOSKY